



OFFICE OF THE TOWN CLERK

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1023 • FAX: 954.797.1087 • WWW.DAVIE-FL.GOV

Town Council Agenda Report

TO: Mayor and Councilmembers

FROM: Russell C. Muniz, CMC, Town Clerk

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROVAL OF THE HOLD HARMLESS AGREEMENT WITH MELVIN AND HELEN HAGGARD, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Mr. and Mrs. Haggard contend that they purchased two parcels of land totalling 2/3 of an acre in 1981. They purport that at the time of closing an error was made which legally only transferred half of the intended property, or 1/3 of an acre to the Haggards. As a result the 1/3 was seized by Broward County for non payment of taxes, and subsequently transferred to the Town.

The Haggards seek to purchase the property for \$8,000 which they believe approximates the amount of the back taxes owed. The Town wishes to have the Haggards sign this Hold Harmless agreement to indemnify the Town against any claims for damages or liability until such time as the parties have determined whether the property shall be sold to the Haggards or retained by the Town.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: N/A

RECOMMENDATION(S): Motion to approve the resolution.

ATTACHMENT(S): Hold Harmless Agreement – Exhibit A, Property Description
- Exhibit B

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROVAL OF THE HOLD HARMLESS AGREEMENT WITH MELVIN AND HELEN HAGGARD, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Melvin and Helen Haggard purchased two tracts of land in 1981 that consisted of a total of 2/3 acres; and

WHEREAS, due to an error at closing only 1/3 of an acre was transferred to the Haggards; and

WHEREAS, the remaining 1/3 acre tract was subsequently seized by Broward County and transferred to the Town for non-payment of taxes; and

WHEREAS, the Haggards wish to purchase the 1/3 acre tract from the Town; and

WHEREAS, until the parties agree on whether the tract will be sold or retained by the Town it is necessary for the parties to sign the attached Hold Harmless Agreement (Exhibit A) to indemnify the Town from any claims for damages or liability.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town of Davie does hereby authorize accepts and authorizes the Mayor to execute the Hold Harmless Agreement between the Town of Davie, and Melvin and Helen Haggard which is attached hereto as "Exhibit A" for the property described in "Exhibit B."

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005.

EXHIBIT A

Record & Return to:

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into as of this 31st day of May, 2005, by and between the TOWN OF DAVIE, FLORIDA, a municipal corporation, (the "Town"), whose address is 6591 SW 45th Street, Davie, Florida 33314, and MELVIN HAGGARD AND HELEN HAGGARD, ("Haggards"), whose address is 6955 SW 57th Street, Davie, Florida 33314.

WHEREAS, the Town acquired title to the property on May 27, 1997, which includes the property described on the attached Exhibit "A"; and

WHEREAS, the Haggards have resided on the property since 1981; and

WHEREAS, the Town and the Haggards are currently engaged in negotiation to resolve the Haggards claim to the property; and

WHEREAS, the Town is concerned as to its liability in the event of any claims which might arise by reason of incidents occurring on said property as a result of the use of the property by any person coming on to the property.

NOW, THEREFORE, the parties agree as follows:

1. Town agrees to allow the Haggards to continue to reside undisturbed on the property described on the attached Exhibit "A" until such time as there has been a final resolution of the ownership of the property.
2. The Haggards hereby agree to hold harmless the Town from and against any and all claims, actions, damages, and liability resulting from the willful acts and/or negligence of the Haggards or any other invitee of the Haggards. Further, Town will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes §768.28 and the common law. Nothing contained in this Agreement shall be construed as a waiver of said sovereign immunity, nor shall it be construed as bestowing upon any third party any cause of action.
3. This Agreement shall be governed and construed under and in accordance with the laws of the State of Florida, both substantive and remedial, and it has been entered into by both parties in recognition of such laws. Further, this Agreement, the terms of which having been negotiated by the parties, shall not be construed against one party more than the other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year first above written.

TOWN OF DAVIE

BY: _____

Attested by:

Clerk

BY: Melvin Haggard
MELVIN HAGGARD

BY: Helen Haggard
HELEN HAGGARD

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31ST day of May, 2005, by MELVIN HAGGARD and HELEN HAGGARD, who are personally known to me, or who produced personally known as identification, and who did not take an oath.



Nancy E. Raddatz
Notary Public, State of Florida, at Large.
Nancy E. Raddatz
Print, Type, or Stamp Name

My Commission Expires: 12-17-2007

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



EXHIBIT B

IMPORTANT: If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay.
Please use our **Tax Estimator** to determine a more likely estimate of your new amount.

[PREVIOUS](#)
[NEXT](#)
[VIEW MAP](#)
[PRINT](#)
[NEW SEARCH](#)
[BCPA HOME](#)

[Click here to display your 2005 TRIM notice.](#)

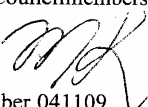
Site Address				ID #	5041 34 01 0490
Property Owner	HAGGARD, MELVIN SR & HELEN			Millage	2443
Mailing Address	6955 SW 57 ST DAVIE FL 33314			Use	99
Legal Description	EVERGLADE LAND SALES CO SUB 2-34 D 34-50-41 TRACT 21 E 88 OF W 968 OF N1/2				
Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	\$ 57,750			\$ 57,750	
2004	\$ 30,360			\$ 30,360	\$737.97
2003	\$ 26,400			\$ 26,400	\$653.01
Save Our Home Value	Exemptions				
Type	Widow(er)'s/Veteran's/Disability			Homestead	Non-Exempt
					\$ 57,750
Sales History					Land Calculations
Date	Type	Price	Book	Page	Price
01/04	QCD	\$ 100	36827	392	\$175,000.00
04/87	QC	\$ 120	19276	936	Factor
05/81	W	\$ 10,000			Type
Adj. Bldg. S.F.					
Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
24			B		
L			B		
1					

Please Note: Assessed values shown are **NOT** certified values and are subject to change before final certification for ad valorem tax purposes.

 RCUD JUN 20 '05

MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

MEMORANDUM

DATE: June 20, 2005
TO: Chris Kovanes, Interim Town Administrator
CC: Mayor and Councilmembers
FROM: Monroe Kiar 
RE: Control Number 041109
Melvin and Helen Haggard

Previously, I wrote to you relevant to the letter you had received from Attorney Perry W. Hodges, Jr. relevant to his clients, Melvin and Helen Haggard.

In my previous Memorandum to you, I mentioned that Mr. Hodges had contacted the Town and had offered to purchase the tract of land from the Town for the sum of \$8,000.00. Mr. and Mrs. Haggard contend that they initially purchased the land along with another parcel from Dolores C. Horvath in 1981. The 2 tracts of land consisted of a total of 2/3 acres. Mr. and Mrs. Haggard have indicated that it is their belief that 1/3 acre was transferred by Ms. Horvath by Warranty Deed and the other 1/3 acre by separate Warranty Deed. Mr. Hodges has indicated that at the time of closing, a portion of the land was vacant and a portion of the land had a mobile home permanently affixed to it. His clients contend that they recently learned that an error had occurred at the time of the closing in the legal description and only 1/2 of the intended property (or 1/3 acre) was in fact transferred to the Haggards and subsequent thereto, the other 1/3 acre was seized by Broward County for non-payment of taxes and subsequently transferred by Quit Claim Deed to the Town of Davie by Broward County. With my prior correspondence, I attached a copy of the Quit Claim Deed dated May 27, 1997, transferring several parcels of land, including the subject 1/3 acre (parcel #12932) to you for your reference. As indicated, the Haggards have offered to purchase the subject property from the Town of Davie for a price which they believe approximates the total of the back taxes, or \$8,000.00. A search of the Broward County Property Appraiser's Website however, reveals that the

assessed value is \$18,150.00. As I previously mentioned to you, I contacted the Property Appraiser's Office and spoke with an Assistant Property Appraiser who advised that the \$18,150.00 was believed by him to be 80% of the actual value. At that time, I also sent to you a copy of the printout from the Property Appraiser's Website. Based on his calculation, it would seem that the value of the property would be approximately \$22,687.50.

You previously asked as to the legal position of the Town of Davie, and I indicated that there appears to be no question that the Town is the owner of the subject 1/3 acre of land. It is also clear that the 1/3 acre of land is worth in excess of the \$8,000.00 offered by Mr. and Mrs. Haggard for the purchase of the property. I have also been advised by their current attorney that at the time the Haggards purchased their property, they were represented by legal counsel and that had a search of the property been conducted at the time, there should have been insurance coverage relevant to the alleged error made in the legal description.

In my prior Memorandum to you, I indicated that the Town is the apparent lawful owner of the property and suggested that an appraisal of this property be obtained to determine its true value. Finally, I also indicated whether the Town decides to sell this property to the Haggards and at what price would be a policy decision to be made by the Town and its officials.

Subsequent to my earlier correspondence, you requested that this office prepare a Hold Harmless Agreement for the signature of Melvin and Helen Haggard. The Hold Harmless Agreement was forwarded to Mr. Hodges, the attorney for Mr. and Mrs. Haggard, on April 19, 2005. I advised Mr. Hodges at the time that while the Town was reviewing their offer, it was appropriate that since the Town is the rightful title holder for this property, that it was necessary for his clients to execute the Hold Harmless Agreement that I had prepared, to indemnify the Town against any claims for damages or liability until such time as the parties have determined whether the property shall be sold to the Haggards or the Town will retain the property.

Recently, I received a Hold Harmless Agreement signed by Melvin and Helen Haggard. The terms of the Hold Harmless Agreement which I had prepared had been altered by the attorney for the Haggards. Attached please find both the executed Hold Harmless Agreement signed by Mr. and Mrs. Haggard on May 31, 2005, along with a copy of the original Hold Harmless Agreement prepared by this office. I am forwarding both to you for your easy reference. Recently, I received a telephone call from the attorney for Mr. and Mrs. Haggard inquiring as to the status of this matter. Will you please advise me as to how you wish me to respond to Mr. and Mrs. Haggard.

MDK/gmv
enclosures